

## **REMARKS**

Claims 77-96 and 116-121 were presented for examination and were pending in this application. In an Office Action dated April 6, 2006, claims 77-96 and 116-121 were rejected and claims 1-13, 26-30, 50-58, 66-70 and 97-115 were withdrawn from consideration as being drawn to a nonelected Group. Applicants thank Examiner for examination of the claims pending in this application and addresses Examiner's comments below. Applicants are amending claims 77, 80, 83-85, 87, 90, 91, 93-95, 116, 117, 120 and 121 in this Amendment and Response.

### **Response to Rejection Under 35 USC 102(e) in View of Ojha**

The Examiner rejected claims 77-96 and 116-121 under 35 USC § 102(e) as allegedly being anticipated by Ojha. This rejection is now traversed.

Claim 77, as amended, recites a negotiating room system for facilitating communications between buyers participating together as a buying group during an on-line group-buying sale comprising:

. . .

- a negotiating room associated with a product described in the product database . . . adapted to receive and display messages between the buyers in the buying group, and to enable the buyers to aggregate their demand for the product;
- a display interface adapted to display to the buyers in the buying group product information about the product concurrently with messages in the negotiating room between the buyers in the buying group . . . ; and
- a commerce server adapted to receive the on-line group-buying offers to purchase the product from the display interface, the offers based on the aggregated demand.

Likewise, amended claim 87 recites a method of facilitating communications between buyers participating together as a buying group during an on-line group-buying sale comprising:

...  
receiving and displaying messages between the buyers in the buying group about the product offered in the on-line group-buying sale;  
displaying product information about the product concurrently with the messages between the buyers in the buying group;  
receiving online group-buying offers from the buyers to purchase the product;  
aggregating the group-buying offers to form an aggregated demand;  
and  
executing an on-line group-buying sale of the product at a price based on the aggregated demand.

Amended claim 117 is a system claim that recites similar language as in amended claim 87 in means-plus function form.

The claimed invention enhances communications between buyers in a buying group. The negotiation room of claim 77 enables buyers to communicate directly with each other, to aggregate their demand, and to receive volume discounts, and thus reduce the price of the product they purchase from the seller. Similarly, in the method of claim 87, buyers can communicate with each other, and have their individual demand aggregated. Accordingly, the claimed invention beneficially increases the buyers' buying power by enhancing the communications between the buyers in the buying group and aggregating their demand.

In contrast, Ojha does not disclose the above limitations. First, Ojha is not directed to an on-line group-buying sale, but instead to "a transaction between a buyer and one of a plurality of sellers via the Internet." (Ojha, Abstract; col. 4, lines 49-51). In other words, Ojha discloses a conventional sale by which each buyer communicates only with the seller

and makes a purchase based only on the seller's offered price. Thus, Ojha merely provides a solution by which "individual buyers" may negotiate online with one or more sellers. (Ojha, col. 2, lines 41-44) (emphasis added). Unlike the claimed invention, Ojha discloses no mechanism for establishing a buying group and facilitating communications between buyers in the buying group. Further, Ojha does not disclose any mechanism that aggregates the individual demand of multiple buyers into an aggregated demand. At best, Ojha discloses a "block deal" where a seller can temporarily lower the price to induce acceptance by a specific number of buyers. (Ojha, col. 12, lines 45-57). But this is entirely at the seller's discretion, first because the buyers cannot initiate the block deal, and second because there is no mechanism for the buyers to communicate with each other. Therefore, Ojha fails to disclose a "negotiating room", a "buying group" and an "aggregated demand" from buyers in the buying group, as recited in amended claims 77, 87 and 117.

As to the dependent claims, because claims 78-86 are dependent on claim 77, claims 88-96 and 116 are dependent on claim 87, and claims 118-121 are dependent on claim 117, all arguments advanced above with respect to claims 77, 87 and 117 are hereby incorporated so as to apply to these dependent claims. Further, the dependent claims variously recite limitations not disclosed or suggested in Ohja. For example, "a first price at a first quantity and a second price at a second quantity" (claims 79, 89, and 119); and "a demand curve . . . representing a plurality of prices . . . associated with a plurality of quantities" (claims 82 and 92).

In sum, Applicants respectfully submit that claims 77 through 96 and 116 through 121, as presented herein, are patentably distinguishable over Ojha.

In addition, Applicants respectfully invite Examiner to contact Applicants' representative at the number provided below if Examiner believes it will help expedite furtherance of this application.

Respectfully Submitted,  
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